

Mutual Non-Disclosure Agreement

White-label website development and related services

TEMPLATE NOTICE This is a practical example template for business-to-business use. Complete all blue bracketed fields and obtain legal advice where the project, information or commercial risk is significant.

Date of agreement: [DATE]

Parties

Party 1

Just SLA Ltd, trading as White Label Web Builds, a company incorporated in England and Wales with company number 13626081, whose principal business location is County Durham ("WLWB")

Party 2

[FULL LEGAL NAME, COMPANY NUMBER AND REGISTERED OR PRINCIPAL ADDRESS] ("Partner")

Background

- A. The parties wish to discuss or carry out white-label website development, website editing, hosting, maintenance, technical support or related digital services.
- B. During those discussions or services, either party may disclose confidential commercial, technical, creative, client or project information to the other.
- C. The parties wish to protect that information and preserve the Partner's client relationships and brand presentation.

Agreed purpose

Purpose: [DESCRIBE THE PROJECT, PROPOSED RELATIONSHIP OR SERVICES]

1. Meaning of Confidential Information

"Confidential Information" means information disclosed by or on behalf of one party (the Disclosing Party) to the other (the Receiving Party), before or after the date of this agreement, in any form, which is marked confidential or which a reasonable business person would understand to be confidential.

It includes: client and prospect identities; contacts and relationship details; briefs, designs, wireframes, prototypes and source artwork; PSD, Illustrator, Figma and other design files; quotations, rates, margins and commercial terms; website credentials, server information, source code, databases, APIs and technical documentation; security information; personal data; project plans; internal processes; and the existence and terms of the parties' discussions or engagement.

Confidential Information does not include information that the Receiving Party can demonstrate: (a) is lawfully public other than through breach of this agreement; (b) was already lawfully known without confidentiality restriction; (c) was received lawfully from a third party without restriction; or (d) was independently developed without use of the Confidential Information.

2. Confidentiality obligations

The Receiving Party shall: (a) keep the Confidential Information secure and confidential; (b) use it only for the Purpose; (c) not disclose it except as permitted by this agreement; (d) apply at least the same degree of care used for its own confidential information, and no less than reasonable care; and (e) promptly notify the Disclosing Party of any suspected loss, unauthorised access or disclosure.

The Receiving Party may disclose Confidential Information only to its directors, employees, professional advisers and approved subcontractors who need it for the Purpose and who are bound by confidentiality obligations no less protective than this agreement. The Receiving Party remains responsible for their compliance.

3. White-label identity and client protection

Where requested by the Partner, WLWB may operate as an undisclosed technical delivery partner, use agreed Partner-branded communications and deal with the Partner's client only within the authority given by the Partner.

Neither party shall falsely represent ownership of the other party's pre-existing intellectual property, qualifications or legal identity. WLWB shall not identify the Partner's client, project or its involvement in marketing, case studies, portfolios, awards, social media or publicity without the Partner's prior written consent.

4. Optional non-circumvention clause

OPTIONAL - delete this clause if not agreed. During the engagement and for [12 / 24] months after its end, WLWB shall not knowingly solicit or contract directly for substantially similar services with a client first introduced to WLWB by the Partner, except with the Partner's written consent.

This restriction does not apply where WLWB can demonstrate an existing independent relationship with that client before the introduction, where the client approaches WLWB through a genuinely independent public channel without targeted solicitation, or where enforcing the restriction would be unlawful. The parties acknowledge that this clause is intended to protect introduced relationships, not prevent fair competition.

5. Security, access and credentials

Each party shall use reasonable technical and organisational safeguards appropriate to the sensitivity of the information. Login details and privileged access must be restricted to authorised persons, stored securely and not reused for unrelated services.

Access must be removed or returned when no longer required. Neither party shall attempt to access systems, accounts or information beyond the authority granted for the Purpose.

6. Personal data

Where the services involve processing personal data on behalf of the Partner or its client, this NDA does not replace any controller-to-processor or data-processing agreement required by applicable data protection law. The parties shall put the necessary written data-processing terms in place before that processing begins.

7. Required disclosure

The Receiving Party may disclose Confidential Information where required by law, court order or a competent regulator, provided that, where legally permitted, it gives prompt notice to the Disclosing Party and discloses only what is required.

Nothing in this agreement prevents a person from reporting a crime, making a protected disclosure, cooperating with law enforcement or a regulator, obtaining legal advice, or making any disclosure that cannot lawfully be restricted.

8. Ownership and intellectual property

All Confidential Information remains the property of the Disclosing Party or its licensors. No licence, assignment or transfer of intellectual property is granted except to the limited extent necessary for the Purpose.

Ownership of project deliverables, source files, code, third-party materials and licences shall be governed by the applicable quotation, statement of work or services agreement. If there is no such written term, this NDA alone does not transfer ownership.

9. Return, deletion and retention

On written request or when the Purpose ends, the Receiving Party shall return or securely delete Confidential Information within a reasonable period, except for copies required by law, professional record-keeping obligations or routine backup systems that cannot reasonably be isolated. Any retained information remains subject to this agreement.

10. Duration

This agreement starts on the date stated above. The confidentiality obligations continue for [3 / 5] years after the end of the Purpose. Obligations concerning trade secrets, credentials and information that remains inherently confidential continue for as long as that information remains confidential or for the maximum period permitted by law.

11. No obligation and no warranty

Neither party is obliged to proceed with a project or enter a further agreement. Confidential Information is provided without warranty as to accuracy or completeness unless expressly agreed elsewhere. Neither party may rely on this clause to exclude liability that cannot lawfully be excluded.

12. Remedies

Each party acknowledges that unauthorised use or disclosure may cause harm that cannot be adequately compensated by damages alone. The affected party may seek injunctive or other equitable relief in addition to any other available remedy.

13. General

Neither party may assign this agreement without the other's written consent, except as part of a genuine transfer of its business or relevant assets where the recipient assumes the obligations in writing.

If any provision is invalid or unenforceable, it shall be adjusted to the minimum extent necessary and the remaining provisions shall continue. A delay in enforcing a right is not a waiver. This agreement may be signed in counterparts and by electronic signature.

This agreement contains the entire agreement concerning confidentiality for the Purpose and may be changed only in writing signed by both parties.

14. Governing law and courts

This agreement and any non-contractual obligations arising from it are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction, unless the parties insert a different agreed jurisdiction here: [OPTIONAL ALTERNATIVE].

Signatures

Signed for and on behalf of the parties by authorised representatives:

For Just SLA Ltd trading as White Label Web Builds

For [PARTNER LEGAL NAME]

Signature: _____

Signature: _____

Name: _____

Name: _____

Position: _____

Position: _____

Date: _____

Date: _____

Email: _____

Email: _____

Completion checklist

- ✓ Confirm both parties' correct legal names, company numbers and addresses.
- ✓ Describe the specific Purpose rather than using a vague general description.
- ✓ Choose the confidentiality period and decide whether the optional non-circumvention clause is appropriate.
- ✓ Use a separate services agreement or statement of work for price, scope, deadlines, intellectual property ownership, liability and termination.
- ✓ Use a compliant data-processing agreement where personal data will be processed on behalf of another organisation.
- ✓ Keep a signed copy and record who is authorised to receive confidential information.

Legal review note: This template is designed as a sensible starting point for routine commercial discussions. It should be reviewed by a solicitor for high-value work, unusual jurisdictions, regulated information, employment matters or where a restrictive non-circumvention clause is important.